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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JULIE MEYER,

Plaintiff,

v.

UNITED BEHAVIORAL HEALTH, INC., a
Minnesota Corporation

Defendant.

Case No. 3:13-cv-05072-NC

**MODIFIED STIPULATION AND
~~PROPOSED~~ ORDER COMPELLING
MEYER'S COMPLAINT TO
ARBITRATION**

STIPULATION

WHEREAS, Plaintiff Julie Meyer (“Meyer”) is a former employee of United Healthcare Services, Inc. (“UHS”), and Meyer’s employment with UHS began on or about August 26, 2006.

WHEREAS, on August 28, 2006, Meyer acknowledged and agreed to UHS’s Arbitration Policy (“Arbitration Policy”). ~~A copy of the Arbitration Policy is attached hereto as Exhibit A.~~ The Arbitration Policy defines the Parties to include UnitedHealth Group Incorporated and its subsidiaries, which includes UnitedHealth Services, Inc., and its employees, which is defined to include all current and former employees. Thus, the parties to the Arbitration Policy are Meyer and UHS.

WHEREAS, on September 27, 2013, Meyer filed a lawsuit against United Behavioral Health (“UBH”) arising out of her employment with UHS.

The parties hereby stipulate and agree as follows:

1. The parties agree that, to the extent the statute of limitations for Meyer’s claims against UHS had not expired as of September 27, 2013, Meyer’s choice to file the September 27, 2013 Complaint, in lieu of filing an arbitration demand does not, in itself, render her Complaint untimely.
2. The parties agree that, because Meyer was employed by UHS and not UBH, UHS should be substituted as the named defendant, and UBH should be omitted from the Complaint. The parties agree that, to the extent the statute of limitations for Meyer’s claims against UHS had not expired as of September 27, 2013, Meyer’s choice to name UBH instead of UHS does not, in itself, render her claims against UHS untimely.
3. The parties agree that Meyer will submit her claims against UHS to arbitration before the American Arbitration Association, in accordance with the terms of the Arbitration Policy.

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DATED: December 3, 2013

SEYFARTH SHAW LLP

By: /s/ Laura J. Maechtlen
Laura J. Maechtlen

Attorneys for Defendant UNITED
HEALTHCARE SERVICES, INC.
(erroneously sued as UNITED BEHAVIORAL
HEALTH, INC.)

DATED: December 3, 2013

MICHAEL J. REED, ATTORNEY AT
LAW

By: /s/ Michael J. Reed
Michael J. Reed

Attorneys for Plaintiff
JULIE MEYER

ORDER

Upon reviewing the parties' stipulation ~~and the parties' arbitration agreement~~, and finding
good cause therefore, it is hereby ordered that:

1. Plaintiff is ordered to submit her Complaint to Arbitration before the American Arbitration Association, in accordance with the terms of the parties' arbitration agreement.
2. This matter is stayed in its entirety pending the completion of arbitration.
3. By December 1, 2014, the parties must file a joint report informing the Court of the status of the arbitration.

IT IS SO ORDERED.

DATED: December 13, 2013

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